

Anna St. John (*pro hac vice* pending)
COMPETITIVE ENTERPRISE INSTITUTE
CENTER FOR CLASS ACTION FAIRNESS
 1310 L Street NW, 7th Floor
 Washington, DC 20005
 Voice: (917) 327-2392
 Email: anna.stjohn@cei.org

Eric M. Lightman (SBN 288791)
Law Offices of Eric M. Lightman
 1254 Mission Street
 San Francisco, CA
 Voice: (415) 295-4777
 Email: eric.m.lightman@gmail.com

Attorneys for Objector Joshua D. Holyoak

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

SAM WILLIAMSON, individually and on behalf of
 all others similarly situated,

Plaintiff,

v.

MCAFEE, INC.,

Defendant.

SAMANTHA KIRBY, individually and on behalf of
 all others similarly situated,

Plaintiff,

v.

MCAFEE, INC.,

Defendant.

Case Nos. 5:14-cv-00158-EJD; 5:14-cv-02475-EJD

**DECLARATION OF DR. JOSHUA D.
 HOLYOAK**

Date: January 26, 2017
 Time: 10:00 a.m.
 Judge: Hon. Edward J. Davila

Case Nos. 5:14-cv-00158-EJD; 5:14-cv-02475-EJD

DECLARATION OF DR. JOSHUA D. HOLYOAK

1 I, Joshua D. Holyoak, declare as follows:

- 2 1. I have personal knowledge of the facts set forth herein and, if called as a witness, could and
3 would testify competently thereto.
- 4 2. I reside at 2709 Chapel Wood View, Columbia, Missouri 65203. My telephone number is
5 (573) 823-5378.
- 6 3. On or around October 12, 2016, I received an email notifying me that I am a member of the
7 Auto-Renewal and Reference Price classes in the above-captioned litigation. The email
8 assigned me the personal ID BOT000385221 and confirmation code 42452. A true and
9 correct copy of the email is attached at Exhibit A.
- 10 4. On information and belief, I purchased a subscription license for McAfee software during
11 the period from January 10, 2010 to February 10, 2015 and during the same time period,
12 paid McAfee for the automatic renewal of that subscription license at a price greater than the
13 price I paid for the initial subscription license. I did not receive a full refund or credit for the
14 automatic renewal of that subscription license.
- 15 5. On information and belief, I initially purchased from McAfee or manually renewed through
16 McAfee a subscription license for McAfee software during the period from January 10, 2010
17 to February 10, 2015, and my subscription license was initially purchased or manually
18 renewed at a discounted price.
- 19 6. I am not an employee of McAfee or its parents or affiliates, counsel for any party to the
20 litigation, or a member of the court staff involved in the litigation.
- 21 7. I submitted a claim on the www.mcafeewilliamsonsettlement.com website on or about
22 November 27, 2016, Reference Number M00263497. A true and correct copy of the
23 confirmation of such claim is attached at Exhibit B.
- 24 8. I have engaged the non-profit Competitive Enterprise Institute's Center for Class Action
25 Fairness ("CCAF") to represent me *pro bono* in this case, and I intend to appear through my
26 counsel Anna St. John at the fairness hearing scheduled for January 26, 2017.
- 27
- 28

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
9. I bring this objection in good faith to prevent approval of an unfair settlement. Unlike many objectors who attempt or threaten to disrupt a settlement unless plaintiffs' attorneys buy them off with a share of the attorneys' fees, I understand that CCAF does not engage in *quid pro quo* settlements and will not withdraw an objection or appeal in exchange for payment.
10. Thus, if contrary to CCAF's practice and recommendation I agree to withdraw my appeal for a payment by plaintiffs' attorneys or the defendant paid to me or any person or entity related to me in any way without court approval, I hereby irrevocably waive any and all defenses to a motion seeking disgorgement to the class of any and all funds paid in exchange for dismissing my appeal. In addition, if this Court has any skepticism about my motives, I am happy to stipulate to an injunction forbidding me from seeking compensation for settling my objection at any stage without court approval.
11. The specific grounds of my objection are identified in the memorandum to be filed by my attorney contemporaneously with this declaration.

15
16

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

17
18

Executed on November 27, 2016, in Columbia, Missouri.

19
20
21
22
23
24
25
26
27
28



Dr. Joshua D. Holyoak

EXHIBIT A



Joshua Holyoak <joshuaholyoak@gmail.com>

Notice of McAfee Class Action Settlement.

1 message

McAfee Class Action Settlement Claims Administrator <administrator@qgmail.com>

Wed, Oct 12, 2016 at 8:18 AM

Reply-To: DoNotReply@mcafeewilliamsonsettlement.com

To: joshuaholyoak@gmail.com

Personal Identification **BOT000385221**

#:

Confirmation Code: **42452****Class Action Settlement Notice**

If you bought McAfee or Intel Security software between January 10, 2010 and February 10, 2015, you may be entitled to benefits from a class action settlement.

You must file a Cash Election Form to receive a cash payment.

To file a Cash Election Form, click [here](#).

Read this notice carefully, as it affects your rights.

For more information, visit www.McAfeeWilliamsonSettlement.com or call **1-844-343-1478**

WHAT IS THIS CASE ABOUT? Two consumers filed class action lawsuits saying that McAfee engaged in certain unfair practices about auto-renewal charges and the advertising of discounts and reference prices. McAfee denies that it did anything wrong. The settlement is not an admission of wrongdoing.

WHO IS INCLUDED? You are in the "Auto-Renewal Class" if you are in the United States and you: (1) were charged by McAfee for the auto-renewal of any McAfee or Intel Security software from January 10, 2010 to February 10, 2015; (2) your first auto-renewal charge was at a higher price than the price you paid McAfee for your initial software subscription; and (3) that auto-renewal charge was not fully refunded to you by McAfee or fully credited to you on your credit or debit card.

You are in the "Reference Price Class" if you are in the United States and: (1) you purchased from McAfee or manually renewed through McAfee a subscription for any McAfee or Intel Security software from January 10, 2010 to February 10, 2015, and (2) you paid a discounted price for that purchase or manual renewal.

If you received this notice, you have been identified as being in both the Auto-Renewal Class and the Reference Price Class, based on McAfee's records.

WHAT DOES THE SETTLEMENT PROVIDE? McAfee has agreed to provide an \$11.50 settlement benefit to all class members in the Auto-Renewal Class. You can elect to receive the \$11.50 settlement benefit as cash, but **only if you file a Cash Election Form by no later than December 23, 2016**. Eligible class members who don't file a Cash Election Form will instead receive an \$11.50 McAfee value certificate good towards the purchase of McAfee or Intel Security consumer products. In addition, McAfee has agreed to implement certain practice changes concerning auto-renewal transactions and pricing advertisements. For more information, visit www.McAfeeWilliamsonSettlement.com.

HOW DO I RECEIVE A CASH PAYMENT? You must file a Cash Election Form to receive a cash payment. There are two ways to file a Cash Election Form: (1) File [online](#), at www.McAfeeWilliamsonSettlement.com; or (2) [Print](#) a Cash Election Form, available at www.McAfeeWilliamsonSettlement.com, fill it out, and mail it (with postage) to the address listed on the Cash Election Form. **Cash Election Forms must be filed online or postmarked by December 23, 2016.** If you file online, you can choose to receive the cash payment as a check or as a direct credit to your PayPal account. For Cash Election Forms filed by mail, cash payments will be made by check. Only eligible class members will receive payments.

YOUR OTHER OPTIONS. If you don't want to receive a cash payment or other settlement benefits and don't want to be bound by the settlement and any judgment in this case, you must send a written request to exclude yourself from one or both classes, postmarked no later than **November 28, 2016**. If you exclude yourself, you will not receive benefits from the settlement. If you don't exclude yourself, you will give up the right to sue McAfee and related entities about any of the issues related to this case. If you don't exclude yourself, you may object to the settlement or to the request for fees and costs by Class Counsel. The detailed class notice, available at www.McAfeeWilliamsonSettlement.com, explains how to exclude yourself or object. The Court will hold a hearing in the case (*Williamson v. McAfee, Inc.*, Case No. 14 cv 158 EJD; *Kirby v. McAfee, Inc.*, Case No. 14 cv 2475 EJD) on **January 26, 2017 at 10:00 a.m.**, to consider whether to approve: (1) the settlement; (2) attorneys' fees and costs of up to \$2,400,000 for Class Counsel, to be paid by McAfee in addition to the benefits provided to class members; and (3) service awards of \$1,250 each for the two class representatives in this case. You may appear at the hearing, but you don't have to. The Court has appointed attorneys (called "Class Counsel") to represent the class members. These attorneys are listed in the detailed class notice. You may hire your own attorney to appear for you, but if you do so, it will be at your own expense.

WHERE CAN I GET MORE INFORMATION? For more information, visit www.McAfeeWilliamsonSettlement.com or call **1-844-343-1478**.

A federal court authorized this notice. This isn't a solicitation from a lawyer. You aren't being sued.

[Unsubscribe](#)

EXHIBIT B

Williamson v. McAfee, Inc.

Case No. 14 cv 158 EJD

You are here: Home > Success

THANK YOU

You have successfully updated your record to the information listed below. Please print this page for your records.

Reference Number: M00263497

Personal ID: BOT000385221

Confirmation Code: 42452

Name: joshua Holyoak

Address1: 2709 Chapel Wood View

Address2:

City: Columbia

State: MO

Zip: 65203

Contact Email: joshuaholyoak@gmail.com

Home Phone:

Benefit Election: \$11.50 Paypal Deposit joshuaholyoak@gmail.com

Date/Time Submitted: 11/28/2016 12:22:57 AM

NOTE: In the event that you wish to change your mailing address, e-mail address or cash election you may do so by logging back in to this portal at any time up until the filing deadline or by emailing the settlement administrator at info@mcafeewilliamsonsettlement.com.

If your PayPal transaction is unable to be completed, you will receive your benefit by check, payable to the name and mailed to the address listed above.

[Return to Home Page](#)

Copyright © 2016